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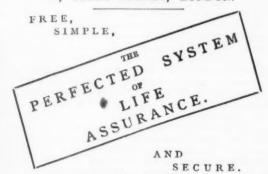
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# The Solicitors' Journal

and Weekly Reporter.

LONDON, SEPTEMBER 19, 1908.

- . The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
  - All letters intended for publication must be authenticated by the name of the writer.

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## Current Topics.

The Vacation Court.

THE LIST of the regular Vacation Judge dwindled on Wednesday to twenty cases, of which six were adjournments from previous weeks. Yesterday (Friday) the exceptional vacation (Criminal Appeal) court was to sit to hear thirteen cases, only one of which was a final appeal.

The Provincial Meeting of the Law Society.

THE DETAILED programme of this meeting, which is to take place on the 30th of September and the 1st and 2nd of October, has just been issued. In addition to the receptions and banquet, to which we have previously referred, there are no fewer than five alternative excursions, several of them of great interest.

Religious Distinctions in Jurisprudence.

THE PROCESSION in the streets of Westminster which took place last Sunday in connection with the Eucharistic Congress, and the abandonment at the last moment of the chief features of the procession as originally arranged, are events that raise somewhat sharply the question of the relation of English law to the doctrinal distinctions between religious bodies. In one respect a recognition of the doctrinal differences between the Church of Rome and Protestants is universal to the Empire -namely, the statutory provision of the Act of Settlement under which the King or Queen of England must be a "Protestant," but in other respects religious distinctions are, for practical purposes, recognized by the law of portions of the Empire only, and apparently only where there is a State Church. One of the best illustrations of this is afforded by the case of bequests of legacies for masses to be said for the soul of the testator. Such a bequest is, in an English will of a testator domiciled in England, void as a gift for a superstitious use : West v. Shuttleworth (2 My. & K. 684). But the Statute of Chauntries (1 Edw. 6, c. 14) is at K. 684). But the Statute of Chauntries (1 Edw. 6, c. 14) is not in force in Ireland, nor is the rule of the common law which underlies it, and a legacy for masses is valid in Ireland: O Hanlon v. Logue (1906, 1 Ir. R. 247), where it was said by the LORD CHANCELLOR of Ireland, at p. 260, that "all religions are equal in the eye of the law, and this especially applies since the abolition in this country of a State Church." So in the oversea dominions, whether self-governing or only Crown Colonies, there is no State Church, and the law as to superstitious uses and legacies for masses. &c. is not part of the Colonies, there is no State Church, and the law as to superstitious uses and legacies for masses, &c., is not part of the local jurisprudence. In 1875 this was held by the Privy Council to be so with respect to the Straits Settlements: Yeap Cheah Neo v. Ong Cheng Neo (L. R. 6 P. C. 381). In 1895 the Supreme Court of Victoria held a bequest for masses good, on the ground that the statute of 1 Edw. 6 was not in force in Victoria, and that no particular religious body had predominated there at any time: Re Purcell (21 V. L. R. 249). predominated there at any time: Re Purcell (21 V. L. R. 249). This case was in 1907 followed by the Supreme Court of New South Wales: Re Harnett (7 S. R. 463). This may, therefore, be taken to be the law in Australia. The rule of law by which bequests for masses are void is, then, actively in force in England, but not in Ireland or the oversea dominions. The statute of 1829 (10 Geo. 4, c. 7), under which the proposed procession would have been illegal, on the other hand, is certainly in force in other parts of the Empire than the United Kingdom, having (for instance) been expressly adopted in New South Wales.

The late Mr. Oswald, K.C.

NEWS HAS come this week of the death of a remarkable man, who was for some years a terror to the Chancery judges. Mr. OSWALD first gained his fame as the advocate and champion of cases without merits, and to be won on some technicality. That cases should be so won was distasteful enough to the judges, but this was but a small part of the burden which was laid on them by the enterprizing advocate. He insisted on dealing with grim and experienced occupants of the bench as if they were emotional jurymen, and plied them with rhetoric, passion and pathos. He declaimed, grieved—nay even, we have heard, sometimes wept—over the wrongs of his client. At first, of course, he was severely snubbed, but he cared little for the wrath of the bench, and in a good-humoured and respectful way generally managed to give the judge who interrupted him something unpleasant to think about. And by and by, when the learned judges began to discover, from reversal of their decisions by the Court of Appeal, that in Mr. OSWALD they had to deal with a master of technicality, they became cautious, and were fain when he was on his legs to sit back in their chairs and listen silently to his fervid oratory. They knew from experience that underneath the torrent of words there might be a point which, if they failed to grasp it, would bring upon them a rap over the knuckles from the Court of Appeal, and also that any attempt to stop the orator would only result in a fresh tirade about this most painful and unprecedented denial of justice. It is related that once in the Court of Appeal Mr. OSWALD remarked that he was about to state an argument which he would have used in the court below if the Vice-Chancellor had not prevented him, One of the appeal judges leaned forward with the greatest interest, and inquired, "Pray, how did he manage that, Mr. OSWALD? This lasted for some years; but after Mr. OswALD had taken silk—perhaps before—a change occurred, not only in the class of cases he dealt with, but in his mode of dealing with them. He obtained a good class of business, and according to the testimony of his colleagues at the bar, he did his work extremely well, and in accordance with the usual methods of advocacy in the Chancery Division. He was, in truth, a man of exceptional ability within certain limits. His book on the Law of Contempt of Court is an excellent treatise. Unhappily he entered Parliament in 1895, and the stress of Parliamentary life, added to his growing business before Mr. Justice ROMER, was too much for his strength. There followed a complete mental breakdown which lasted till his death. He was a general favourite with his colleagues at the bar, and even after his long severance from Lincoln's-inn, the news of his death has occasioned great regret.

## The Birmingham County Court Practice.

ATTENTION MAY usefully be directed to a pamphlet issued by the registrars of the Birmingham County Court, Messrs. W. H. WHITELOCK and ARTHUR L. LOWE, with the approval of the then judges of the court, and containing notes of the procedure and practice of the court, and also of the Birmingham District Registry of the High Court. Apart from its utility to practitioners, the pamphlet gives a very striking impression of the great amount of administrative and judicial work which now goes on in the county court, and of the careful organization which is required to make this part of the judicial system work smoothly and conveniently. The Birmingham County Court has the advantage of having the entire services of one judge and the partial services of another, and this fact, and the amount of business which has to be transacted, probably render it practicable to regulate the mode of taking the business with special minuteness. All actions entered for trial in the court are divided into two classes:—(1) "List casos," comprising cases over £20, for the hearing of which one week in each month—known as "List

Week "-is specially set apart; and (2) all other cases, which are heard during the remainder of the month. And in addition to the setting apart of the List Week for the more important cases, care is taken to secure that the covenience of those concerned in them shall be studied. The arrangement of the list for the month is settled by the registrars on the Tuesday in the preceding week. Prior to this the solicitors concerned in each case are invited to specify any day which is specially inconvenient, and to indicate the probable length of time required for the hearing. When a case is not reached on its allotted day, it is made a remanet to the following day, taking precedence of the ordinary business for that day, or, at the option of the parties, a remanet to the next List Week. The pamphlet also gives details as to the manner in which the other business in the judges' court, and the business in the registrars' court, and business before the judge at chambers are taken. And directions are given as to the practice of the court, which should be of great use to persons-practitioners and litigants-having business there. The foregoing matters are contained in the Judicial Section of the pamphlet. The Administrative Section gives details as to the staff office, the plaint office, the money office, and the bankruptcy office, the last-named office including also companies' winding-up, administration orders, and workmen's compensation cases. The pamphlet will doubtless be useful as a suggestion for the arrangement and conduct of business in other courts.

#### Business in the Birmingham County Court.

It is interesting to notice the actual amount of the work in the Birmingham County Court as shown by the County Court Statistics for 1907. The actions pending at the commencement of the year were 5,564, and there were entered during the year 65,865 plaints not exceeding £20, 329 from £20 to £50, 91 from £50 to £100, and 8 above £100. These, with one action remitted from another county court and 48 remitted from the High Court or Liverpool Court of Passage, made a total of actions for trial of 71,906. These were disposed of as follows: Judgment was given for the plaintiff without a hearing in 6,361 on undefended default summons, and in 13,224 on confession or admission: 521 were determined on hearing before a judge; 89 were similarly determined before a judge and jury; and 22,134 before a registrar; 22,017 were struck out or otherwise disposed of; and 7,560 were pending at the end of the year. The judgments on hearing went as follows: 22 were non-suits, 22,460 for the plaintiffs, and 262 for the defendant. Few and far between, it would seem, are the county court cases in which the defendant has any chance. Turning to another table of the statistics, the total amount for which plaints were entered was £176,608, and the amount of judgments obtained by plaintiffs was £92,764 for debts and £9,950 for costs (exclusive of fees). The total amount of fees received on all proceedings was £22,785 under Schedule A, and £2,437 under Schedule B. Orders of commitment were made in 6,796 cases, and in 3,532 cases warrants were issued. The history of these 3,532 warrants in minutely followed out. In 311 the debtors paid before arrest; in 2,013 they were arrested but paid without imprisonment; in 610 they paid or were released before the expiration of the full term; and 99 debtors served the full term of imprisonment. The remaining warrants were otherwise disposed of or were By way of comparison, the following totals of outstanding. actions for trial in some other large towns may be noted: Liverpool, 28,895; Manchester, 27,485; Sheffield, 26,447; Leeds, 37,935; Nottingham, 22,672; and Bristol, 23,171. metropolitan courts also shew large figures, the highest being: Bow, 18,204; Clerkenwell, 22,810; Westminster, 28,829; and the City of London Court, 44,580.

### What is an "Act in Law"?

It is curious that in these days, when everything is modernized and brought up to date, we should, in law at least, not withstanding Judicature Acts and Conveyancing Acts, have to go back some centuries to find in a text-book (Coke upon Littleton) any authority for a question which arises in 1908. Yet that is what has happened more than once in the last year. It is curious also that, while the dicta in the text-book in question are accepted

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with complete and unquestioning confidence by judges and some purposes the land had been notionally converted into counsel alike, LITTLETON himself disclaimed any such authority. In the concluding sentence of his immortal "Tenures" he said, "And know thou, my son, that I will not that thou believe that all that I have said in the said books is law, for that will I not presume to take this [sic] upon me. But of those things that are not law, inquire and learn of my wise masters learned in the law." The most recent case in which Coke upon Littleton has been referred to as an authority is Piggott v. Middlesex County Council (reported ante, p. 698). There the point which arose for decision was whether on a severance of the reversion the condition for re-entry in the lease was apportionable. The lease was made in 1867, and, therefore, the 12th section of the Conveyancing Act, 1881, did not apply. The severance was brought about by the local authority taking part of the property under their compulsory powers for the purpose of widening the street. The only two authorities cited were Coke upon Littleton 215a, and Winter's case (1572, Dyer, 308b), both being of quite unimpeachable antiquity. In the former Coke says: "A grantee of part of the reversion shall not take advantage of the condition." But a little further on he adds: "By act in law a condition may be apportioned, as if a lease for years be made of two acres, one of the nature of Borough English, the other at the common law, and the lessor, having issue two sons, dieth, each of them shall enter for the condition broken." Probably no one would be found to dispute that the example given by COKE was an act in law. But in the recent case the question was whether a compulsory purchase under the Lands Clauses Act was an act in law. It was contended that any act which a man is compelled to do, or does, under statutory compulsion is an act in law, and that the expression ought not to be limited to such matters and things as were acts in law at the time of COKE. This view was adopted by Eve, J., who decided that the real distinction which determines whether a condition is apportionable or not is whether the act under which the severance takes place is a voluntary or an involuntary act. He held that the act in the present case was by compulsion of law and involuntary, and therefore the plaintiff cou'd still take advantage of the condition of re-entry. The decision, if we may say so, is marked with the sound commonsense which is to be met with in most of the learned judge's judgments. Probably Coke would have decided the same way had he lived in the days of compulsory purchases, and so, no doubt, would LITTLETON, if we may judge from the last words he wrote before putting "Finis" to his celebrated treatise, which were "Lex plus laudatur quando ratione probatur."

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#### Foreign Bankruptcy and English Moveables.

RULE 108 (p. 444) in Dicey's Conflict of Laws is thus expressed: "An assignment of a bankrupt's property to the representative of his creditors, under the bankruptcy law of any foreign country where the bankrupt is domiciled, is, or operates as, an assignment of the moveables of the bankrupt situate in England." But here the author places a significant mark of interrogation. A case has recently been decided by the High Court of Australia which seems to justify the doubt implied by this mark of interrogation: Australian Mutual Provident Society v. Gregory (5 Com. L. R. 615). In this case the property In this case the property which formed the subject of litigation was a share of the proceeds of sale of land situate in Tasmania and devised on trust for sale. Gregory was adjudicated bankrupt in Natal, and on his return to Tasmania he executed several assignments of, and charges over, his share under the will of his father, who had devised the land in trust for sale. Notice of these assignments was duly given to the trustees of the will, and subsequently the same trustees also received notice from the bankruptcy trustee in Natal of the assignment effected there by the adjudication. It was assumed that GREGORY was domiciled in Natal, and that under the law of Natal the title of the bankruptcy trustee would prevail against the title of the assignees and incumbrancers in Tasmania if the property were treated as a moveable. The court held, in the first place, that the share in the proceeds of sale of the land was to be considered as immoveable property, notwithstanding that for part of the testator's assets, and it became a trust fund for the

personalty, and that being real or immoveable it was governed by the lex rei site; according to Tasmanian law, which on this point is identical with English law, the title of the incum-brancers was unaffected by the "foreign" bankruptey, and their title, therefore, prevailed over the title of the Natal trustee in bankruptcy. This decision is itself a pointed illustration of Professor DICEY's remarks, on p. 72 of his book, as to the division of property into immoveables and moveables not squaring with the English distinction between realty and personalty. But the High Court went on to deal with the case on the assumption that the property in question was a moveable. They held that, even on this assumption, the title of the Tasmanian incumbrancers must prevail over the title of the Natal trustee in bankruptcy, on the ground that the assignment effected in Natal must be subject to the requirements of the local law being complied with in regard to formalities for perfecting the title. The Tasmanian incumbrancers, therefore, having given notice first, had complied with the requirements of the local law, and, having so complied, were entitled to priority, just as they would have been had the property been regarded as immoveable. Mr. DICEY, indeed, at p. 335, after referring to the "dictum" that an English bankruptcy only passes immoveable property in the colonies according to the law of the colonies, says: "And this dictum, though confined to immoveable property and to property in the colonies, applies apparently to moveable property and to property situate in any foreign country." The present decision of the Australian court, in fact, extends the "dictum" referred to by Mr. DICEY to the case of a foreign bankruptcy and its operation on moveables in England.

## A Legislative Direction to the King's Printers.

THERE IS a singular clause in the Friendly Societies Act of last session. That measure consists mainly of additions to, and substitutions for, sections contained in the Friendly Societies Act, 1896; and it is provided, in cumbrous phraseology, that "every enactment and word which is expressed to be substituted for or added to any portion of the principal Act shall form part of that Act in the place assigned to it by this Act, and that Act, and all Acts, including this Act, which refer thereto shall, as from the commencement of this Act, be construed as if the said enactment or word had been originally enacted in the principal Act in the place so assigned, and, where it is substituted for another enactment or word, had been so enacted in lieu of that enactment or word, and the expression 'this Act,' as used in the principal Act or this Act, shall be construed accordingly." Then follows the provision referred to above. It seems to have been not unnaturally thought that the recent Act would prove a trap for the unwary user of the Act of 1896, and it is accordingly provided that "a copy of the principal Act with every such enactment and word inserted in the place so assigned, and with the omission of the parts expressly repealed by this Act, and with the sub-sections and paragraphs numbered and lettered in manner directed by this Act, shall be prepared and certified by the Clerk of the Parliaments, and deposited with the rolls of Parliament; His Majesty's printer shall print in accordance with the copy so certified all copies of the principal Act which are printed after the commencement of this Act. Why should not this be done in the case of every amending Act of the same description?

## Executors Becoming Trustees.

In the case of a gift by will of property to trustees who are also constituted executors difficulty is sometimes felt in ascertaining who are the proper persons to give a receipt for money accruing to the testator's estate, and little help towards solving this question is afforded by the treatises. It is established that the doctrine of executor's assent applies to the case of a gift to executors on trust: Dix v. Burford (19 Beav. 409). "The moment the executors assented to the bequest" [to themselves in trust], said ROMILLY, M.R., in that case, "they became trustees for their cestuis que trust; the [property] then cessed to be

benefit of the plaintiff for life, and afterwards for his children, and the executors became mere trustees for them of that fund. That is to say, the effect of such assent is to enable the executors who have become trustees, and their successors in title as trustees, to recover the property subject to the trusts by action against any person, including the personal representative of the testator, who may have possession of it: Doe v. Guy (3 East 120). It is also settled that the doctrine of executor's assent applies to a gift of residue : Austin v. Beddoe (41 W. R. 619). "In my opinion," said NORTH, J., in that case, "the necessity for assent to a bequest of residue is the same as the necessity for assent to a bequest of a specific chattel in order that it may vest in the legatee." It follows that if a testator's residuary estate is given to executors on trust and the executors assent to such universal gift, they absolutely cease to be But is a debtor to the testator's estate bound to ascertain whether they have become trustees? Suppose that a testator's residuary estate is given to executors upon trust, and that several years after the testator's death, and after the death of the surviving executor and after new trustees of the trust estate have been appointed, a sum of money becomes payable to the testator's estate-either as a debt due to him or as his share of another estate which has only recently been wound up-who are the persons to give a valid receipt for the money to the debtor-the personal representative by representation for the time being of the testator or the trustees for the time being of his will

The doctrine, which was laid down in Austin v. Beddoe (supra), that executors can assent to the bequest of part of the residue of an estate without assenting to the whole, does not appear to affect the question. It could not be reasonably contended that, under the circumstances above stated, the assent of the executors to hold in trust related only to the residuary estate then in their hands, and did not extend to assets which might subsequently accrue to the testator's estate. Such a contention would be absurd; what claim could executors have to future accruing assets, when by assenting to the gift in trust of the assets in their hands they have admitted that the estate has been fully administered? But we venture to think that the decision as to this point in Austin v. Beddoe is not law. The learned judge relied on Elliott v. Elliott (9 M. & W. 23) as an authority for the proposition, apparently omitting to observe that the case had no connection with residue, and that PARKE, B., expressly laid it down (at p. 27) that "an assent to take part as residuary legatee is an assent to take the whole, because it admits that there is a residue, and that the debts and legacies, which alone could entitle the executor to withhold his assent, are paid." This is, no doubt, only a dictum, but the foundation for it is to be found in Comyn's Dig. Administration (c. 6), where it is said that "an assent to take part as residuary legatee is an assent to take the whole residue as legatee." We think we may, therefore, dismiss this doctrine in considering the answer to the question propounded above.

The rule appears to be that knowledge by the debtor that the executors had ceased to be executors and had become trustees will not be implied; and this doctrine, if properly qualified, is, of course, reasonable. As Lord Hatherley, L.C., said in Charlton v. Earl of Durham (L.R. 4 Ch. App., at p. 439), "A debtor who has been paying interest for perhaps twenty years does not therefore become cognizant of the fact of all the testator's estate having been administered and of the executors having become trustees." But the learned judge's remarks in the course of further developing the doctrine are not quite accurate and are liable to be misunderstood. He said, in effect, that although the debtors were aware of the trusts of the will, all they knew was that there was a will, and that after the debts were paid the executors would hold the residue of the testator's estate upon certain trusts; they had no knowledge that the debts were paid, "which must be the case in order to convert the executors into trustees."

Now, in the first place, it is not the payment of the testators' debts which converts executors into trustees; all the testator's debts may have been paid, but there may be existing contingent liabilities for damages or continuing liabilities in respect of

covenants in leases or assignments affecting the estate. It is either the assent, express or implied, of the executors to the gift in trust, or the realization and setting apart by them of the trust fund (see *Phillips* v. *Munnings*, 2 My. & Cr., at p. 315), which converts them into trustees. And, in the next place, the learned judge's observations-which were made in relation to a case in which the alleged trustees were the original executors, and the question related to misappropriation by one of them-must not be taken to mean that a debtor is not bound in any case to inquire whether the executors have become trustees. If the debtor has knowledge of circumstances which, while not necessarily shewing assent by the executors to the gift in trust, raise a probability of such assent, he is, we take it, bound to make the inquiry. For instance, in the case put by Lord HATHERLEY of a debtor who has been paying interest for twenty years, he must have meant to refer to payment to the persons who are the executors of the will; it cannot be supposed that he intended to say that if interest had during that period been claimed by, and paid to, different persons in succession, the debtor could safely, without inquiry, pay his debt to the personal representatives for the time being of the testator. And, again, the debtor may know that a new trustee or new trustees of the will or trust fund have been appointed; this by itself does not necessarily shew that the executors have assented to the gift in trust. But surely the debtor is in this case bound to inquire whether the appointment was made by the surviving executor, or his representatives, or by a tenant for life with the concurrence of the surviving executor, who executes the deed of appointment; and whether such deed of appointment contains a conveyance or vesting declaration of the whole of the trust estate in favour of such surviving executor and new trustee to hold on the trusts of the will. These circumstances will shew that the trustees of the will, and not the personal representative for the time being of the testator, are the persons to give a valid receipt.

The practical result to which we desire to call attention is that, in cases where the same persons have been appointed executors and trustees of a testator's estate and a sum of money becomes payable to such estate, if the debtor has notice of the appointment of new trustees of the testator's estate, he must inquire whether the executors have assented to hold on trust, and if they have so assented, must pay the money to the trustees for

the time being of the will.

## The Late Mr. Arthur Burrows.

The veteran conveyancer, whose ninety-sixth birthday we recently chronicled, has passed away since our last issue. Up to a very recent date he was in excellent health, and attended at chambers on some days in each week, but the end came very suddenly. He was taken seriously ill on Saturday last, and died on Sunday.

His career, we imagine, has been quite without parallel, not only among conveyancers, but also at the bar. The son of a London doctor, he was sent to Winchester for his education, and apparently on leaving that school, at the age of eighteen years, he entered as a student at Lincoln's-inn. He was a pupil in the chambers of Mr. Samuel Turner, and during his studentship saw the passing of the Fines and Recoveries Act and the first Real Property Limitation Act. In 1836 he was called to the bar, and began practice at first in chambers in Chancery-lane. His ability and unremitting attention to his work brought a speedy reward, and we believe he obtained a considerable practice very early. In 1852 he was elected, with Mr. Darland Mr. Davidson, a member of the [Conveyancers] Institutea testimony to the position he had then attained—and he subse

quently became secretary of the Institute.

In 1862, on the passing of Lord Westbury's Land Transfer Ache was appointed an examiner of titles in the Land Registry. Great things were expected from that Act, and it is curious, in looking back at the journals of the day, to see that in the daily newspapers there were puffs preliminary after the fashion of those recently inserted with regard to the Public Trustee; for instance, the public were informed that on the very day of opening of the Land Registry considerable amount of business was very soon effected in a satisfactory manner." As we all know, the expectation of success was falsified, and probably Mr. Burrows had little profit from his office, which he continued to hold under the subsequent Land

In 1873. however, he obtained a very substantially remunerated position. He was appointed by Lord Selborne (who had been one of his schoolfellows at Winchester) one of the conveyancing counsel of the Court of Chancery, in succession to Mr. Waley, whose lamented death occurred in that year. The work of the holders of the office at

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death occurred in that year. The work of the holders of the office at that time was, it is understood, of a more extensive and profitable character than at the present day. Mr. Burrows, by general consent, was most efficient in its transaction.

Mr. Burrows was a "pure" conveyancer, and we believe never went into court. The statement which has appeared in the newspapers about his holding a watching brief in the Tichborne trial is incorrect—probably a confusion of him with the late Mr. CHAPMAN BARBER. He had, of course, numerous pupils, and among them were that most admirable judge, Sir James Stirling, and, curiously enough, the diplomatist, Sir H. Rumbold, Bart., Ambassador at Vienna.

As regards Mr. Burrows' seventy years' career as a conveyancer, the really remarkable fact is that he began his work under the complex system of the time of Preston and Butler; readily adapted it to the reformed practice of Davidson; and finally, for a quarter of a century, worked under the Conveyancing and Settled Land Acts. At each stage he was equally efficient and was never too old to throw aside his accustomed methods and adapt his practice to the modern system. Mr. Spencer Butler succeeds him as senior Conveyancing Counsel.

## Reviews.

## Devolution of Real Estate on Death and Administration of Assets.

TREATISE ON THE LAW RELATING TO THE DEVOLUTION OF REAL ESTATE ON DEATH UNDER PART I. OF THE LAND TRANSFER ACT, 1897, AND THE ADMINISTRATION OF ASSETS REAL AND PERSONAL. By the late Leopold George Gordon Robbins (late Reader in Equity to the Inns of Court), and Frederick Trentham Maw, Barrister-at-Law. Fourth Edition. By Frederick Trentham Maw. Butterworth & Co.

The present edition of this useful book has been edited in a manner which calls for much commendation. In place of the work of the ordinary job-editor, Mr. Maw has given us a new edition which, for careful fusing of the recent decisions and legislation with the previous law, might have been an original work written with all the materials, new and old, before the author. In particular, the effect of the alteration in the devolution of real estate effected by the Land Transfer Act, 1897, has seldom been more lucidly or completely explained than in the re-written section on "The Estate of the Personal Representative." The chapters on the collection and interim management of the deceased's ters on the collection and interim management of the deceased's property and the realization of assets are characterized by logical property and the realization of assets are characterized by logical arrangement and neat weaving together of new and old matter. We have noticed very few omissions, but we think that some reference should have been made to the re-scaling of Colonial probates, and a list of the Colonies to which the provisions of the Colonial Probates Act, 1892, have been applied by Order in Council would be useful. In general the book is very complete and accurate.

## Books of the Week.

A Concise Treatise on the Law relating to Executors and Administrators. By ARTHUR ROBERT INGPEN, K.C. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Encyclopedia of the Laws of England, with Forms and Precedents. By the Most Eminent Legal Authorities. Second Edition, Revised and Enlarged. Vol. XII.: Proctor to Revising Barrister. Sweet & Maxwell (Limited); Wm. Green & Sons, Edinburgh.

## Correspondence.

## The Workmen's Compensation Act.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,-Could any of your readers enlighten me on the following query? A. is in the regular employment of B., and is not entitled to an annual holiday. A. is anxious to have a fortnight's holiday, and employs C. to do his work in his absence. B. makes no payment whatever to C., but pays A. for the two weeks he is absent, and A. pays C. for the services he has rendered. While acting as substitute for A., C. meets with an accident which incapacitates him for a month. Can C. claim under the Workmen's Compensation Act, and from CONSTANT READER. whom ?

## The Land Registry-A Protest.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—On the 30th July last the Lord Chancellor appointed a Royal Commission to report upon the working of the Land Transfer Acts, and whether any amendments were desirable. This appointment was consequent upon many representations that the system of compulsory registration of title which has been on trial in the County of London since January, 1899, was not working satisfactorily, but on the contrary, that it added seriously to the difficulty, expense and delay of preparty declines in London delay of property dealings in London.

delay of property dealings in London.

The Land Registry officials, not wishing, apparently, to go before the commissioners as advocates of the present system, are now proposing to alter the practice by bringing into operation on the 1st of October next a series of new rules imposing additional work and fees on property owners. The new rules have been unsparingly condemned by all the legal journals.

Since January, 1899, property owners have reid in fees to the

Since January, 1899, property owners have paid in fees to the registry over half a million pounds sterling, exclusive of the amount the public have had to contribute to make up the total expenditure. They may well feel dismayed at the proposal now made to increase their burden.

The Royal Commission is to meet next month. Surely intending purchasers and mortgagors are entitled to ask that the new rules should not come into operation before the commissioners meet. It is in the hope that the danger threatened may be averted if public attention is directed to the position that I venture to ask you to insert this letter.

J. S. Rubinstein.

5 and 6, Raymond-buildings, Gray's-inn, Sept. 16.

## Obituary.

## Mr. Samuel Dickinson.

We greatly regret to record the death of Mr. Samuel Dickinson, barrister-at-law, which occurred very suddenly from heart failure at Brighton on Sunday last, at the age of sixty-eight years. He was the son of Mr. William Dickinson, of New Park, Hants; was educated at Caius College, Cambridge, and was called to the bar in 1866. He was, we believe, a pupil of Mr. Lindley (now Lord Lindley), and assisted him in the preparation of two editions of his work on Partnership. Mr. D.ckinson practised as an equity draftsman and conveyancer, and was understood to have had for many years a very good practice of a high class. He was an excellent lawyer, and was one of the men who, from their sturdy uprightness and incapacity for guile, are regarded by the judges with special respect and favour. He had in addition great personal charm; his face beamed with kindliness, he was full of sociability and good humour, and had a pleasant word or joke for everyone who met him. His commanding figure, borne somewhat after the manner of a dragoon, was a familiar sight in Lincoln's-inn: alas! that it will be seen no more.

## Legal News.

## Appointments.

Mr. W. J. PITMAN, solicitor, of 11 and 12, Finsbury-square, London, has been appointed a Commissioner for Taking Affidavits in and for the Courts of Ontario, Canada.

The MASTER OF THE ROLLS has been appointed Treasurer of the Honourable Society of Lincoln's-inn for the ensuing year.

## Changes in Partnerships. Dissolutions.

EDWARD ARCHDALL FFOOKS and JAMES DOUGLAS, solicitors and lan lagents (Ffooks & Douglas), Sherborne. June 30. [Gazette, Sept. 11.

WILLIAM CHARLES CLEMENT PEELE and JOSHUA JOHN PRELE, solicitors (Peele & Peele), Shrewsbury. Aug. 15. [Gazette, Sept. 15.

## General.

It is stated that the City of London Court brought in an income last year of £21,570, of which £20,963 represented fees paid by suitors. The expenditure was £18,482, including salaries £15,532, wages £802, rent, taxes, &c., £1,979, maintenance and repairs £190, and stationery £600. There is thus a balance to the good of £3,088. The fees received at the Mayor's Court amounted to £6,797. The expenses of that tribunal were £8,544, including salaries £5,976, pensions £659, rent £700, and stationery £145. The administration of criminal justice at the Central Criminal Court cost £11,201, including salaries £5,167, wages £505, official shorthand writing £350, water £508, lighting and heating £928, maintenance and repairs £832, and general expenses £1,541. £1,541.

It is announced that Sir William H. Talbot, Town Clerk of Manchester, has so far recovered from his illness as to be able to return to his house at Cheetham Hill on Saturday last. He continues to make

Mr. A. S. Helps, solicitor, of Gloucester, was, says the Daily Mail, on Monday, killed on the railway at Churchdown, near Gloucester. He was walking from the direction of Sugar Loaf Bridge, where there is no public thoroughfare, and was knocked down by a train and shockingly injured. Mr. Helps was a partner in the firm of Bryan & Helps and a previous transfer of the state of the says and a previous transfer of the says and the says and the says are says as a partner in the firm of Bryan & Helps, and a prominent geologist.

A curious point was raised at the Alton (Hampshire) Revision Court, says the Daily Mail, where claims were made for occupiers' votes by brothers of a monastic community known as the Order of St. Paul. The revising barrister was told that the Order was controlled by the chapter. It was stated that the brothers were not allowed to leave the premises, and could not see anyone. The revising barrister said he would disallow the claims for occupiers' votes, but eventually the names were allowed to stand on the service votes, but eventually the names were allowed to stand on the service voters' list.

We understand that Mr. Edward F. Turner has selected from his well-known books "T Leaves," "Tantler's Sister and Other Untruthful Stories," and "More T Leaves," those pieces which have found most Stories. Stories, and More I Leaves, those pieces which have round most favour for purposes of recitation, and he will publish them with Messrs. Smith, Elder and Co. on the 26th of this month, in one volume, under the title of "My First and Last Appearance, and Other Original Recitations." The pieces have been in many instances largely curtailed, and in other respects revised, and no piece in the collection will be a considered and the collection of the collection will be a considered and the collection will be a considered and the collection will be considered as the collection will be collected as the collection will be considered as the collection will be collected as the collection will be collected. take more than a quarter of an hour to recite or read aloud; the majority would occupy much less time.

Round-the-world voyages of a document have, says the Daily Mail, come to light in the Melbourne Probate Court. It was the grant of probate to the will of the late Mr. James Bruce, who died on the 10th of June, 1906, at Blumcombe Court, Reading. The principal part of his estate, valued at over £160,000, consisted of shares and debentures in companies scattered over the globe, and so that these might be trans ferred to the executors the grant of probate had to be exhibited to each company and have its separate seal affixed. The document has already some 286 seals attached. From London it went to India, thence to South Africa, across to South America, to the United States, Canada, and, via Vancouver, on to Australia. Additional seals were impressed and, via Vancouver, on to Australia. Additional seals were impr there, and it will probably be, ere it reaches London again, the besealed document that has ever passed through the Post Office.

At the meeting of the Association of Chambers of Commerce at Cardiff, on Tuesday, resolutions "that this association cordially approves of the recommendations made by the Departmental Committee on Bankruptcy Law Amendment as embodied in their report, and strongly urges upon the President of the Board of Trade the desirability of introducing into Parliament at the earliest opportunity a Bill for the purpose of effectively carrying out such of these recommendations as require legislative enactment," and "that as the Conference was of opinion that there was no necessity for the existence of different bankruptcy systems in England and Ireland, and the only results arising from this needless diversity were loss and inconvenience suffered by the community on both sides of the Channel, they urgently pressed upon the Government the desirability of giving prompt consideration to the recently-issued report of the Departmental Committee on the Bankruptcy System of England and Wales, with a view to the amendment and uniformity of the bankruptches. ment and uniformity of the bankruptcy laws operating in each country, were carried.

In a Georgia case, says the American Law Review, the plaintiff attempted to recover damages from the owner of an automobile which ran down and killed a child while the automobile was being operated by a stranger, who wrongfully took it from the garage without the knowledge or consent of the defendant. The action failed. The opinion cites several cases, going further than was required in the case at bar, and holding that the owner of an automobile is not liable for damage done by it even when it is operated by the defendant's servant, if the servant is not at the time engaged in the defendant's business. It was argued for the plaintiff that automobiles are to be classed with ferocious animals, and that the law relating to the duty of the owners of such animals should be applied. The opinion indulges in a little pleasants are considered by this carpet. of the owners of such animals should be applied. The opinion indulges in a little pleasantry suggested by this argument, and, while confessing that few, if any, of the members of the court have been able to own automobiles, a fact sufficiently explained by their meagre salaries, claims sufficient acquaintance with them to know that "there are times when these machines not only lack ferocity, but assume such an indisposition to go that it taxes the limits of human ingenuity to make them move at all."

The most remarkable feature of the registrations which have so far been made under the Limited Partnership Act, says the *Investor's* Guardian, is the smallness of the cash sums which are protected. It appears that sixty-eight partnerships were registered under the Act during the first half-year; in fifty-three cases the limited partners contributed cash only; in seven instances they contributed both in cash and kind, and in eight their interest was only that of assets left in the business. The number of limited partners concerned in the sixty-eight partnerships was 105, and they contributed £93,794 in cash and £55,325 in assets. In only five cases was the limited partners' interest of any considerable amount, their aggregate contribution being £55,000 in cash and £45,000 in assets. It is evident that the Act is being used for the security of the small investor, and doubtless for the security of the small trader. No better function could be wished for it; in appears that sixty-eight partnerships were registered under the Act

the limited partners it is operating to encourage thrift and enterprise, and for the general partner, with the larger responsibility which it creates for him, it will probably produce greater keenness and greater energy to use opportunities which are made available for him by the capital contributed by the limited partner.

In Helme v. Board of Election Commissioners, says the American Law Review, the Michigan Court decided that Pub. Acts 1907, No. 287, s. 10, authorising the use of voting machines without affording to all an opportunity to vote a secret ballot, is unconstitutional, as violating the right of the elector to vote a secret ballot, and such voting to all an opportunity machines cannot be used unless absolute secrecy is secured. The Massachusetts Court has also recently held voting machines unconstitutional, but on a different ground peculiar to the Massachusetts Constitution, which provides in various clauses that State officers shall be "chosen by written votes." Chief Justice Knowlton, who writes the opinion, although desirous of upholding this method of voting, says: "But the method in detail is entirely unlike the writing of a name of chosen candidates upon a piece of paper, and the deposit of name or chosen candidates upon a piece of paper, and the deposit of the paper in a box, to be afterwards taken out and counted. In the use of the machine the voter must trust everything to the perfection of the mechanism. He cannot see whether it is working properly or not. This chance of error, whether greater or less than the chance that a ballot deposited in a box will not be properly counted, is very different from it. It is not within the knowledge or contemplation of the framers of the Constitution."

# Winding-up Notices.

London Gazette.-FRIDAY, Sept. 11. JOINT STOCK COMPANIES.

JOINT STOCK COMPANIES.

LIMITED IN CHARGEN.

ARUNA GOID CONCESSION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 26, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen at pl. Lattey & Hart, Camomile se, solors for the Heightster Bank of Investment, Limited—Creditors are required, on or before Nov 9, to send their names and addresses, and the particulars of their debts or claims, James Convell, Winchester House, Old Broad at. Tippetts, Maiden In, Queen st, solors to the liquidator

Coal Eurply Association, Limited—Peta for winding up, presented Aug 11, directed to be beard at the Guildhall, Small st, Bristol, on Oct 2, at 11 o'clock. Lawrence & Co., Bristol, solors for the petagering must reach Lawrence & Co., not later than 6 o'clock in the afterno'n o' Oct 1
Gilmsby Noffrence Strak Firsting Co., Limited—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims, to Walter M. Dawron. 5% Well-weaks, Grimsby. Tonge, solor for the liquidator

J. A. Bares (late Core & Bares) Limited—Peta for winding up, presented Aug 25, directed to be heard at the Shirehall, Hereford, no Cet 18, at 10 o'clock. Allen & Co., King st. Hereford, solors for the patners; London agents, Taylor & Oc, Gresshes 8. Notice of appearing must reach the above named not later than 6 o'clock in the afterneon of Oct 12
Markoralard Teurs and Explosive Co., Limited—Treditors are required, on or before Sept 26, to send their names and addresses, and the particulars of their debts or claims, to Alfred Davidson Hall, Queen Victoria & Treberne & O., Bloomabury sq. solors for the liquidator

Fortus By Expression and Control of Co. Limited—Orditors are required, on or before Oct 3, to send their names and addresses, and the particulars of their debts or claims, to Alfred Davidson Hall, Queen Victoria & Treberne & O., Bloomabury sq. solors for the liquidator

Expression to the liquidator of their names an

London Gazette.-Tuesday, Sept. 15. JOINT STOOK COMPANIES.

LIMITED IN CHANCERY.

LIMITED IN CRANCEY.

ANGUS & CO, LIMITED—Creditors are required, on or before Oct 29, to send their names and addresses to A. Angus Thomas, 4 and 5, Silk st, liquidator

CLITEREDE LAND BUILDING CO, LIMITED—Creditors are required, on or before Oct 10, to send in their names and addresses, with nationlars of their debts or claims, to George James Holme, 29, Wellgate, Clitheroe, liquidator

ELECTRIC THEATERS, LIMITED.—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to W. F. Mapleston and W. M. Borradaile, 20, Bedford st, Strand, liquidators

## The Property Mart.

Forthcoming Auction Sales.

Sept, 23.—Mesers, Weiford, Dixon & Winden, at the Mart: Freehold Residential and Sporting Estate (see advertisement, back page, Aug. 29).

and Sporting Estate (see advertisement, unck page, and a see Mesers, H. E. Foster & Cranvield help their usual Fortnightly Sale of the above-named Interests at the Mart, Tokenhouse-vard, E.C., on Thursday last, when the following fath were Sold at the prices named, the total amount realised being & 570 — ABSOLUTE REVERSION to £1,401 13s, ... ... ... ... ... ... Sold £570 — ABSOLUTE REVERSION to £5,272 ... ... ... ... ... ... ... ... Sold £5,000

# Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM. London Gas-tte,-Tursday, Sept. 8.

Allook, William, Bradford Oct 14 Neill & Holland, Bradford Axov, Thomas, Denton, Lance, Paper Dealer Oct 1 Slater, Hyde Bakes, Edwin Thomas, Upper Clapton Oct 9 Millar & Co, Basinghall at

CLAYBURH, JOSEPH, Stanningley, York, Innkeeper Oct 9 Beldon & Ackroyd, Bradford CLAYBURH, MARY ARE, Bradford Oct 9 Beldon & Ackroyd, Bradford COUPLARD, JOHN, CARNforth, Lancs, Farmer Oct 10 Maxsted & Co, Lancaster COUPLARD, SANDFORD METCALFE, Slyne with Rest, Lancs, Fitter Oct 10 Maxsted & Co,

COUPLAND, SANDFORD METCALVE, Slyne with Hest, Lance, Fitter Cot 10 Maxsted & Co, Lancaster Rannena, Ann Eliza, Leeds Cet I Barntow & Midgley, Leeds Ely, English, Copylon Cet 31 Janson & Co, College hill Gainford, Elizabeth, Liverpool Cet 11 Jackson, Liverpool Gaskelle, Elizabeth, Liverpool Cet 11 Jackson, Liverpool Gaskelle, Elizabeth, Blackpool Bept I Clark & Bradley, Blackpool Hill, Elizabeth, Blackpool Bept I Clark & Bradley, Blackpool JOLLIPER, ALFRED HERBERT, Bournemouth Oct 10 Lacey & Son, Bournemouth Krie, Heisen, Evelvin gardens Cet 15 Trower & Co, New sq LAYROURER, GRACILLA ADWE, Llanbennock, Mon Oct 5 Lavbourne, Newport, Mon LOXTON, THOMAS GATLEY, Shedield Oct 31 Rodgers & Co, Shedield MACLACHLAN, ANY ELIZABETH, Chesham &, Cet 8 Wainwright & Co, Staple inn MILLE, MAY, Dudley Sept 36 Cooksey & Co, Old Hill, Staffs Mont, Jam's Laidley, Sydney, New South Wales Oct 12 Light & Fulton, Laurence Pountesy hill
Phion, JOREH, South Shields Cet 15 Brown & Holliday, North Shields Rosers, Hanran, Bassaley, Mon Oct 5 Laybourne, Newport Brinco, Emity, Northampton Oct 20 Nicholson, Market Harborough Sielling, Upper Richmond rd, Putney Sept 18 Reed & Wayman, Downham Market

Market
Souiss, Faraccis James, Bridgwater Oct 1 Poole & Son, Bridgwater
Ward, William, Long Melford, Suffolk, Ironfounder Oct 10 Steed & Steed, Long
Melford
Woodbouss, James, Jarrow, Durham Oct 22 Stobo & Livingston, Jarrow
Wantter, Harner, Hastings Oct 06 Sloper & Co, Putney hill
Yourd, Ang, Jarrow, Durham Oct 22 Stobo & Livingston, Jarrow

London Gasette,-FRIDAY, Sept. 11, SAMUEL, Aston Manor, Warwick, Locksmith Oct 22 Reynolds & James.

ASTON. SAMURL, Aston Manor, Warwick, Locksmith Oct 22 Beynolds & Jan Birmingham
Balley, IsaAc, Keighley, Yorks Rept 19 Lister & Turner, Keighley
BATH, FIRDBRIC GEORGE, Church rd, Forest Hill Oct 24 Ford & Co. Bloomsbury sq
BLACKWOOD, FRANK HRBBERT, ROBLEY, HANGE OCT 21 We & W Stocken, Lime st sq
CATRON, JOSKPH, Brotton, Yorks Sept 21 Hoggett, Loftus
CHADWICK, ELLEN, SQUIL SHORE, Blackpool Oct 10 Shaw, Johnan
CLARK, JOHN, Kingston upon Hull, Cattle Dealer Oct 9 Martinera & Stow, Hull
CLARKE, KATHLEEN, Southera, Barts Oct 17 Hobba & Brutton, Portsmouth
COZENS, MARTHA AND, Hardwicke, Glos, Farmer Oct 4 Franklin & Jones, Gloucester

CULLER, James, Oxfor, Birkenbead, Chester Oct 26 Alsop & Co, Léverpool Digny, Charles, Braintree, Essex Oct 2 Holmes, Bocking, Essex Fowlds, John, Keighley, Yorks, Stone Merchant, Sept 19 Lister & Turner, Keighley Fullss, John, Mount Park cree, Faling Oct 26 Tyler, Clement's inn. Strand Gillert, Thomas, Brischenton, Oxford, Farmer Oct 2 Brown, Burford, Oxford Gillert, Thomas, Brischenton, Oxford, Farmer Oct 31 Ravenscroft & Co, John st Bedford row
Gors, Isabella, Kirkby Oct 10 Hosking, Liverpool
Hiber, Albert, Victoria Park rd, Doctor Oct 31 Byrett & Sons, Finsbury pyrat
Hogo, Ellzabeth, Harrogate Sept 22 Paull, Harrogate
Holmer, Mark Ask, Moton Banks, nr Keighley, Yorks Oct 20 Butterfield, Keighley
Humphyron, John, Moselev, Worcester, Pawhbroker Oct 12 Jones & Co, Dudley
Humphyron, John, Moselev, Worcester, Pawhbroker Oct 12 Jones & Co, Dudley
Joses, Prodes, Bramley rd, Notting Hill, Coffee house Keeper Oct 10 Allistone & Davey,
Redford row
Kert, Thomas Russell, Serjeants' inn, Fleet st, Solicitor Nov 16 Lander, Berjeants' inn,
Fleet st
Isving, Ellzabeth, Clevedon, Somerset Oct 19 Balfour & Soott, Edinburgh
Mallorit, Thomas, Low Barrowby, Kirkby Overblow, Yorks, Farmer Oct 19 Harland
& Ingham, Leeds
Mashovyt, Harry Christophers, Pershore, Worcester Oct 16 Park & Co, Basex st,
Styring

Strwed
MILNES, GEORGE, North Wingfield, Derby Oct 20 Jones & Middleton, Chesterfield
MORGAN, MARIA, Hove, Sumez. Oct 21 Morgan & Co., Holborn vinduct
PRINERTON, REUBEN, Preston, Coschbuilder Oct 9 Edelston & Bon, Preston
PRET, THOMAS, Norwich Oct 10 Hill, Norwich
PHILIPS, CAROLINE LABBLLA, Cheltenbarn Oct 15 Rickerby, Cheltenham
PLIGHER, HENEY DRAYSON, Enniamore gdns, Kensington Oct 26 Johnson & Son,
Grev's inn 80

PILORE, HENRY DEATSON, EMBISHORE SUBS, Resistington. Oct. 30 Johnson a Grov's inn sq.
PILLING. JAMES EDWARD HOWARTS, Poutbampton Nov 1 Storey & Co, Halifax RAWGLEFF. HENRY, Chorley, Lanes Oct. 23 Mayhew & Co, Wigan RAYSON, WILLIAM, Leamington, Warwick Oct. 31 Bennett & Ironaide, Leicester SAUNDERS, JAMES, Saint Paul's, Bristol Oct 24 Pershouse, Bristol

TATLON, JOHN GERMOITCH, Campden rd, South Croydon, Corn Merchant Oct 8 Jobson Lincoln's inn fields.

Todd, John, Newport, Mon. Innkeeper Oct 10 Wade & Son, Newport, Mon. Todd, Edzadshi Thomas, Newport, Mon. Oct 10 Wade & Son, Newport, Mon.

Walfox, Isaac. Stourton, nr Rothwell, York, Cardener Oct S Emsley & Co, Leeds Werkley, Thomas Barnes, Survey Oct 14 Fawrett, Finsbury pavement Willis Alfard, Lathom. nr Ormskirk Oct 16 Labron & Co. Livernool Yares, Gronge Andrey, Hoston Chapel, Lanes, Designer Oct 17 Johnston, Stockport

## Bankruptcy Notices.

London Gazette.-FRIDAY, Sept 11. RECEIVING ORDERS.

London Gazette.—FRIDAY, Sept 11,
RECEIVING OBDERS.

Anderbook, R. Victoria st, 'Architect High Court Pet Aug
4 Ord Sent 7

Anderbook, William, Bodmin, Cornwall, Granite Merchant
Truro Pet Sept 9 Ord Sept 9

Abbild, Richard Louise, Albeur et, Regent's Park, Baker
High Court Pet Sept 9 Ord Sept 9

Ather, Fardenick Santyers, Birmingham, Jeweller Birmingham Pet Sept 9 Ord Sept 8

Berny, Haber, Sale, Chester, Collector Manchester Pet
Sept 8 Ord Sept 8

Burners & Sons, Brackmell, Berks, Specialists Windsor
Pet Aug 19 Ord Sept 6

Courtender, Major R. M. Biremfontein, B Africa High
Court Pet Nov 25 Ord Sept 7

De Berry, Major R. M. Biremfontein, B Africa High
Court Pet Nov 25 Ord Sept 7

Zembert, Herry, Aston, Waiwick, Tailor Birmingham
Pet Sept 7 Ord Sept 7

Santert, Herry, Aston, Waiwick, Tailor Birmingham
Pet Sept 8 Ord Sept 7

Gale, Thomas Grobor, Findon, Sussex, Builder Brighton
Pet Sept 8 Ord Sept 7

Gale, Thomas Grobor, Findon, Sussex, Builder Brighton
Pet Sept 8 Ord Sept 7

Harden, James, Harrogate York Pet Sept 7 Ord Sept 7

Harden, James Edward, Gt Yarmouth, Fishmonger Gt
Yarmouth Pet Sept 8 Ord Sept 8

Harber, James Fords Bord Sept 8

Howells, James Edward, Gt Yarmouth, Fishmonger Gt
Yarmouth Pet Sept 8 Ord Sept 8

Howells, Benaams, Cymbwels, Swansea, Steelworker
Brunses Pet Sept 9 Ord Sept 9

King, John Grobor, Crosby, Lines, Joiner Great Grimaby
Pet Sept 5 Ord Sept 5

Khiog, T. Alfare W. Corfston Id. Camberwell, Tallow Broker
High Court Pet July 21 Ord Sept 9

Khiog, T. Alfare W. Corfston Id. Camberwell, Tallow Broker
High Court Pet July 21 Ord Sept 9

Khiog, T. Alfare W. Corfston Id. Camberwell, Tallow Broker
High Court Pet July 21 Ord Sept 9

Khiog, T. Alfare W. Corfston Id. Camberwell, Tallow Broker
High Court Pet July 21 Ord Sept 9

Khiog, T. Alfare W. Corfston Id. Camberwell, Tallow Broker
High Court Pet July 21 Ord Sept 9

Lacry, Joseph Charles, Eastbourne, Builder Eastbourne, Pet Aug 18 Ord Sept 8
Luxron, Gronge Lewis, Langport, Somerset, Innkesper Yeevil Pet Sept 9 Ord Sept 9
Manoving, Chara, Cheethem, Manobester, Grocer Manchester Pet July 33 Ord Sept 9
Moroan, Mary Alicus, Whitley Bay, Northumberland, Rotel Preprietress Newcastle on Tyne Pet Sept 7
Ord Sept 7
PHILPOTTS, CONSTANCE FELIOIA CORYTON, and Edith Kathlers, Contextury, Spinners Cantenbury Pet Sept 9 Ord Sept 9
PHIPPARA ARTHUR, Lower Cispton rd, Liceased Victualier High Court Pet Sept 7 Ord Sept 7
PILLA, JOHN WILLIAM CASEV, Dartmouth, Fruiterer Plymouth Pet Sept 7 Ord Sept 7
PILLAR, JOHN WILLIAM CASEV, Dartmouth, Fruiterer Plymouth Pet Sept 7 Ord Sept 7
PARST, WILLIAM HENRY, Doncaster, Grocer Sheffield, Pet Aug 19 Ord Sept 7
SIBS, WILLIAM HENRY, Primpton, Chesterfield, Yeast Dealer Chesterfield Pet Sept 8 Ord Sept 8
SMITH, FREDINAND BREJAMIN, HOVE, Bussax, Grocer Brighton Pet Sept 8 Ord Sept 8
SYKER, Rus, Barkisland, ar Halifax, Innkeeper Halifax, Pet Sept 7 Ord Rept 9
WILLIAM, Bichard Eastbourne, Greengrocer Eastbourne Pet Sept 7 Ord Sept 7

WILLARD, RICHARD SARBOURNE, Greengrocer Rastbourne Pet Sert 7 Ord Sept 7 WRIGHP, SARUER CHARTER, Christchurch, nr Wisbech, Cambridge, Grocer King's Lynn Pet Sept 8 Ord

#### FIRST MEETINGS.

AINSWORTH, TROMAS, SOURS Shore, Blackpool, Amusement Caterer Sept 10 at 11 Off Rec, 13, Winckly st, Preston
ANDERSON, R. Victoria at, Architect Sept 21 at 11 Bankrupley biles, Cavey at
ATHERON, FRANK, Crowe, Butcher Sept 25 at 10.30 Royal
Hotel. Crowe
ATKIN, FRANKICTORY, Edgbaston. Birmingham,
Jeweller Sept 21 at 12 191, Corporation at, Birmingham

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE

24, MOORGATE STREET, LONDON, B.C.

ESTABLISHED IN 1891. EXCLUSIVE BUSINESS-LICENSED PROPERTY.

**SPECIALISTS** IN MATTERS LICENSING ALL

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.



MANNY, GRORGE EDWARDS, Altrincham, Cheshire, Clerk Sept 23 at 12 Off Rec, Byrom st, Manchester Maw, Hanay Alexanden, Parkstone, Dorset, Upholsterer Sept 23 at 3 Messra Curtis & Son, 138, Old Carustchurch

WILLIAMS, JOHN NATHANIEL, Bristol Sept 21 at 12 Bank-raptcy bldgs, Carey st

#### ADJUDICATIONS.

WILLIAMS, JOHN NATHANIEL, Bristol Sept 21 at 12

RADYUDICATIONS.

ABMETRONG, WILLIAM, BODIN', Granite Merchant Truro
Pet Sept 9 Ord Sept 9

AINGLD, RIGHARD LOUISE, Albany st., Regent's Park, Baker
High Court Pet Sept 9 Ord Sept 9

BERRY, HARNY, Sale, Chester, Collector Manchester Pet
Sept 8 Ord Sept 8

BUCKWASTER, HARREMEN JOHN, Fleet st High Court Pet
June 16 Ord Sept 8

BYWORTH, WILLIAM, Fivo Mile Farm, Wissington,
Methwold, Norfolk, Farmer Norwich Pet Aug 14
Ord Sept 9

DOWNER, GROBGLANA BRIDGA, GOSPOrt, Hanta, Fruit
Grower Portamouth Pet Sept 7 Ord Sept 7

DYSON, Farn PICKLES, and HENRY DRIVER, Cornholme,
Todmordes, Norts, Cotton Manufaccurers Burnley
Fet Aug 25 Ord Sept 8

EMMETT, HRANY, Aston, Warwick, Tailor Birmingham
Pet Sept 7 Ord Sept 7

GALE, THOMAS GROBGE, Findon, Sussex, Builder Brighton
Pet Sept 3 Ord Sept 8

HARPE, JANSH, HARTOGES YORK Pet Sept 7 Ord Sept 7

HARBING, DAVID, Leicoster, Nurseryman Leicoster Pet
Aug 27 Ord Sept 8

HARPE, JAMES, HAVARD, Great Yarmouth, Fishmonger
Gress Yarmouth Pet Sept 8 Ord Sept 8

HARDE, FEBDERICK, Leicester, Picture Frame Maker
Leicoster Pet Aug 1 Ord Sept 7

HARBON, DAVID, Leicoster, Nurseryman Leicoster Pet
Aug 27 Ord Sept 8

HARDER, KREINAMN, CWIDWINIS, SWAINSEA, BENJAMN, CWIDWINIS, SWAINSEA, BENJAMN, CWIDWINIS, BWAINSON, BEST BOUGHAM, Upper Bedford pl High
COURT Pet Sept 8 Ord Sept 8

KIM, JORN GROBGE, Crosby, Lines, Joiner Great Grimsby
Pet Sept 5 Ord Sept 5

MANDES, THOMAS, CARIOWINIS, SWAINSEA, HOWALD, BENJAMN, CWIDWINIS, BWAINSEA, HOWALD,
HOWALD, HOWALD, WILLIAM, BROWALD, HOWALD, BRITAINS, WILLIAM, LOR, Whitley Bay, Northumberland,
Hotel Proprietress Newcastle on Tyne Pet Sept 7

PILL, JOHN FREDERICK, St Paul's, Bristol, Carpenter
Bristol Pet Sept 7 Ord Sept 9

MANDES, TIOMAS, CAROIT, Licensed Victualler Cardiff Pet
Aug 19 Pet Sept 9 Ord Sept 9

THOMAN, JACOB, Middlesex St, Aldgate, Boot Factor High
COURT Pet Age 17 Ord Sept 7

PILLA, JOHN WILLIAM, Beworthy, Devon, Farmer Plymouth Pet Sept 7 Ord Sept 7

PILLA, JOHN FREDERICK, St Paul's, Bristol, Carpente

Amended Notice substituted for that published in the London Gazette of Sept 1:

CORKIN, WILLIAM, New Cleethorpes, Lines, Salesman Great Grimsby Pet Aug 26 Ord Aug 26

London Gazette.-TUESDAY, Sept. 15. RECEIVING ORDERS.

CHAMBERS, HARRY, Blackburn, Joiner Blackburn Pet Sept 10 Ord Sept 10

Sept 10 Ord Sept 10
Davies, David, Gwauncaegurwen, Llanquick, Glam, Colliery
Timberman Aberavon Pet Sept 12 Ord Sept 12
Davia, Frank Beklamis, Swindon, Seedeman Swindon
Sept 10 Ord Sept 10
Gane, Frederick, Brighton, Dairyman Brighton Pet
Sept 10 Ord Sept 10
Higher, Toharles, Claygate, Surrey, Builder Kingston,
Surrey Pet Aug 18 Ord Sept 10
Holden, Thomas Riodardson, Mainchester, Mill Furnisher
Bolton Pet Sept 12 Ord Sept 12
Hoover, James, Porksmouth, Ironmonger Portsmouth Pet
Sept 9 Ord Sept 9

The Oldest Insurance

KRIGHLEY, CHARLES HENRY, Keighley, Yorks, Groose
Bradford Pet Sept 11 Ord Sept 11
LAMBARDE, WILLIAM GORR, Sevenoaks Tunbridge Wells
Pet Aug 7 Ord Sept 12
LENRY, J, & Son, Tunbridge Wells, Builders Tunbridge
Wells Pet Aug 29 Ord Sept 10
LUMS, JOHN, Rochdale, Cycle Dealer Rochdale Pet Sept
2 Ord Sept 11
MANNY, GROGGE EDWARDS, Altrincham, Chester, Clerk
Manchester Pet Sept 10 Ord Sept 10
MARSHALL, Fard, Sutton, Yorks Kingston upon Hull Pet
Sept 11 Ord Sept 10
May, Henry Auxander, Upper Parkstone, Upholsterer

Massiatt, Fazz, Sutton, Yorks Kingston upon Hull Pet Sept 10 Ord Sept 10
Maw, Hansy Alexander, Upper Parkstone, Upholaterer Poole Pet Aug 17 Ord Sept 11
Packwood, Alfrage Eoward, Lower Elminaton, Baker Elmonton Pet Sept 9 Ord Sept 9
Page, Agrides, Novofrof et, Moneylender High Court Pet Aug 19 Ord Sept 10
Porg. Whiliam Houses, Shirland rd, Paddington, Chalk Merch ant High Court Pet Sept 11 Ord Sept 10
SMITH, Hansy Woods, Bouraville, Worcester, Grocer Birmingham Pet Aug 28 Ord Sept 10
SMITH, WALTER, Burnley, Fish Dealer Burnley Pet Sept 11
Ord Sept 11
Trensgroung, Richard, Pooley et High Court Pet Aug 25
Ord Sept 10

TRENGROUSE, RICHARD, Pooley St. High Court. Feet Aug. 20
Ord Sept 10
TROWER, HERBERT AUTHUR, Clarendon et, Maida Vale,
Einancier High Court. Pet June 27 Ord Sept 10
TUKGATE, JOHN, RUNDAM, nr Filby, Norfolk, Fisherman
Great Yarmouth Pet Sept 12 Ord Sept 12
TUTY, CHARDES GROBGE, Brimsdown, Enfield Edmonton
Pet July 18 Ord Sept 11
URGUHART, LINDAAY WALTOW, Leighton BUZZAT, Beds
High Court. Pet Aug 11 Ord Sept 10
WESTBURY, GRORGE HARBIS, Jermyn St. High Court. Pet
June 18 Ord Sept 10

Amended Notice substituted for that published in the London Gazette of Sept 11:

KERSHAW, WALTES, Heaton Park, nr Manchester Salford Pet July 23 Ord Sept 9

#### FIRST MEETINGS.

ARNOLD, RICHARD LOUISE, Albany st, Regent's Park, Baker High Court Sept 23 at 11 Bankruptcy bldgs,

Carey at KEE, JOSEPH WILLIAM LANGELOT, Sheffield, House Furnisher Sept 23 at 12 Off Rec, Figtree ln,

Furnisher Sept 23 at 12 Off Rec, Figtree In, Shefield

Cohen, Max, Dewbury, Money Lender Sept 24 at 2.30

Bank chmbrs, Corporation st, Dewabury

Dyson, Fred Pickles and Henry Drives, Corcholme, Todmorden, Yorks, Cotton Manufacturers Sept 24 at 11.30 Off Rec, Byrom st, Manchester

Fisher, William, and Thomas Fisher, Plymouth, Wheelwrights Sept 23 at 12 7, Buckland ter, Plymouth, Gale, Thomas George, Worthing, Builder Sept 24 at 12 Off Rec, 4, Pavilion bldgs, Brighton

Game, Frederick, Brighton, Dairyman Sept 24 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

Harrod, James Edward, Grest Yarmouth, Fishmonger Sept 23 at 12.30 Off Rec, 8, King st, Norwich

Highy, Charles, Claygate, Surrey, Builder Sept 23 at 13.30 Off Rec, St, King st, Norwich

Highy, Charles, Claygate, Surrey, Builder Sept 23 at 3 Off Rec, Cambridge junc, High st, Portsmouth

Howells, Berjamis, Cwmbwrla, Swadsea, Steelworker

Sept 24 at 12 Off Rec, 31, Alexandra rd, Swanses

Jones, John Clarke, Frodsham, Cheshire, Joiner Sept 23 at 2.30 Off Rec, Syrom st, Manchester

Krionley, Charles Henry, Keighley, Vorks, Grocer Sept

KEIGHLEY, CHARLES HENBY, Keighley, Yorks, Grooer Sept 24 at 11 Off Rec, 12, Duke st, Bradford KEISHAW, WALTER, Barnfield, Heaton Park, nr Manchester, Yarn Agent Sept 23 at 3.30 Off Rec, Byrom st, Man-

chester GHT, ALFRED W. Crofton r.l. Camberwell, Tallow Broker Sept 23 at 1 Bankruptcy bldgs, Carey at

LABBARDE, WILLIAM GORR, Sevenoaks Sept 23 at 12.30
Bankruptey bldgs (Room 76), Carey st.
LANGSTONE, JOSEPH, Aylesbury, Bucks, Fruiterer Sept 23
at 12 1, Aldates, Oxford
LOCKE, SAMUEL, jun, Choriton on Medlock, Manchester,
Merchant Sept 23 at 3 Off Rec, Byrom st, Man-

chester LUXTON, GEORGE LEWIS, Langport, Somerset, Innkeeper Sept 24 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury

McCann, Owen, Barry Doe't, Glam. Outfitter Sept 24 at 3 Off Rec, 117, St Mary st, Cardiff

Sept 23 at 12 Off Rec, Byrom st, Manchester

Mew, Hener Alexander, Parkstone, Dorset, Upholsterer
Sept 23 at 3 Mesers Gurtis & Son, 188, Old Chrustchurch
rd, Bournemouth
Mottram, Leonand Joseph, Coventry, Baker Sept 23 at 11
Off Rec, 8, High st, Coventry
Packwood, Alvers Edward, Bounces rd, Lower Edward,
Baker Sept 23 at 3 14, Bedford row
Palmer, Edward, Newport, Mon, Egg Merchant Sept 25
at 12 Off Rec, 144, Commercial st, Newport, Mon
Perl, Arthus, New Oxford st, Moneylender Sept 23 at 11
Bankrupley bldgs, Carey st
Philotter, Comstander Friich Convrow, and Edite
Kathlers Holmes, Canterbury, Spinners Sept 23 at 11,30 Off Rec, 63a, Castle st, Canterbury
Pile, John Frederick, Bristol, Gene at Shopkeeper Sept 23
at 11,30 Off Rec, 23, Baldwin st, Bristol
Pillas, John William Casex, Dartmouth, Fruiterer
Sept 24 at 11 7, Buckland tert, Plymouth
Fors, William Hughes, Shirland rd, Faddington, Chalk
Merchant Sept 23 at 12 Bankruptcy bldgs, Carey st
Parks, Burkisland, ur Halifax, Innkeept Sept 23
at 12,30 Off Rec, Figtree in, Sheffield
SMITH, Fredding, Der Schule, Verschult, Hove,
Sept 24 at 11 Off Rec, 4, Pavillon bldgs, Brighton
Sykes, Ber, Barkisland, ur Halifax, Innkeept Sept 23
at 10,45 County Court, Prescotts, Halifax
Tenosoule, Richand, Pooley & Sept 24 at 12 Bankruptcy
bldgs, Carey st
Trnower, Herbert Arthur, Clarendon et, Maida Vale,
Financier Sept 23 at 1 Bankruptcy bldgs, Carey st
Turt, Charles Genose, Brimsdown, Edifeld Sept 25 at 12
14, Bedford row
Unchard Sept 25 at 12
Bankruptcy bldgs, Carey st
Walker, Edward Walker, Huddersfield
Westbury, Grobos Harris, Jermyn st Sept 25 at 11
Bankruptcy bldgs, Carey st
Walker, Edward Walker, Huddersfield
Westbury, Grobos Harris, Jermyn st Sept 25 at 11
Bankruptcy bldgs, Carey st
Walker, Berthern Walker, Huddersfield
Westbury, Grobos Harris, Jermyn st Sept 25 at 11
Bankruptcy bldgs, Carey st
Walker, Brederick Walker, Huddersfield

field
Westbury, Grosof Harris, Jermyn st Sept 25 at 11
Bankruptey bidgs, Carey st
Willard, Richand, Eastbourne, Greengrooer Sept 23 at
12 Off Bec, Bankruptey bidgs (Room 76), Carey st
WOOLLACOTT, WILLIAM, Beawortsy, Devon, Farmer Sept
25 at 11 7, Buckland terr, Plymouth

#### ADJUDICATIONS.

ADJUDICATIONS.

BULLEN, ADGUSTUS TROMAS, King's Lynn, Win's Merchant's Manager King's Lynn Pet Aug & Ord Sept 10 CHAMBAS, ELYNN Pet Aug & Ord Sept 10 CHAMBAS, HARRY, Blackburn, Juiner Blackburn Pet Sept 10 Ord Sept 10 Ord Sept 10 Ord Sept 10 DABVILL, BOWARD, Engadine st, Southfields, Builder Wandsworth Pet July 23 Ord Sept 11 DAVILLS, DAVID, GWAUNGEGUWEN, LIMBURG, Blaider Wandsworth Pet July 23 Ord Sept 11 DAVIES, DAVID, GWAUNGEGUWEN, LIMBURG, Glam, Colliery Timberman Neath Pet Sept 12 Ord Sept 12 DAVIS, FRANK BENJAMIN, SWINDON, SEEDS AUGUST THE SEPT 10 ORD SEPT 10 GRONECKES, HARRY WILLIAM OSCAS, Ramsgate, Insurance Agent Contributy Pet Aug 21 Ord Sept 10 GRONECKES, HARRY WILLIAM OSCAS, Barmingham Fet Aug 7 ORD SEPT 10 ORD SEPT 10 GRONECKES, HARRY WILLIAM OSCAS, BERMINGHAM, THOMAS, BIRMINGHAM, JOHN LSEP 19 BIRMINGHAM FET AUG 7 ORD SEPT 10 ORD SEP

JOYCE, WILLIAM. Clophill, Beds, Auctioneer Bedford Pet Aug 12 Ord Sept 11

AMUSIZ ORD SEPTII
KRIGHLEY, CHARLES HENRY, Keighley, Yorks, Groose
Bradford Pet Sept 11 Ord Sept 11
KEBRHAW, WALTER, Heston Park, nr Manchester Salford
Pet July 23 Ord Sept 11
KOCH, FREDERICK, South pl, Finsbury pymnt, Merchant
High Court Pet May 27 Ord Sept 11

LAGEY, JOSEP CHALES, Eastbourne, Builder Esstbourne Pet Aug 18 Ord Sept 11 LANGLEY, FRANK COLLINE, Shalimar gdns, Acton, Chemist High Court Pet Sept 3 Ord Sept 12

MANNY, GEORGE EDWARDS, Altrincham, Clerk Manchester Fet Sept 10 Ord Sept 10

MASHALL, FRED, Sutdon, Yorks Kingston upon Hull Pet Sept 10 Ord Sept 10

MOODY, GEORGE, and WALTER LUCAS, Ravensbury terr, Earlefield, Builders Wandsworth 1et Aug 17 Ord Sept 7

PRIPPARD, ARTHUR, Lower Clapton rd, Licensed Victualler High Coart Pet Sept 7 Ord Sept 12 Pops, William Hughes, Shirland rd, Paddington, Chalk Merchant High Court Pet Sept 11 Ord Sept 11

Merchant High Court Pet Sep: 11 Ord Sept 11
Smith, Fredikand Berjamir, Hove, Sussex, Grocer
Brighton Pet Sept 8 Ord Sept 10
Smith, Henry Woods, Boardville, Worcester, Grocer
Birmingham Pet Aug 26 Ord Sept 12
Smith, Waltes, Burdley, Fish Dealer Burnley Pet Sept
11 Ord Sept 11
Stevens, Gardiner Frank Buckland, Bradant ct, Philpot
la, Solicitor High Court Pet Aug 7 Ord Sept 10
Stevenson, William Edukund, Biggindale rd, Streatham
Wandaworth Pet July 24 Ord Sept 11
Tukalya Lour, Engham of Filly. Norfolk, Fisherman

Tungate, John, Bunham, nr Filby. Norfolk, Fisherman Great Yarmouth Pet Sept 12 Ord Sept 12

WILLIAMS, FRANCIS PARRY, and HERBERT HADVIELD, Man-chester, Shirt Manufacturers Manchester Pet July 30 Ord Sept 11

Amended Notice substituted for that published in the London Gazette of Aug 11:

ELLS, DAGNALL, Regent st, Theatrical Manager High Court
Pet Aug 7 Ord Aug 7

ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION. Wants, Chesterfield at High Court Pet July 16 Ord June 25 Resc Rec Ord and Dis Yet Segt 10

A. W. COUSINS, District Manager.



Copied from Policy dated 1736.

FIRE OFFICE FOUNDED 1710. HEAD OFFICE:

insurances effected against the following risks:-

FIRE. PERSONAL ACCIDENT, WORKMEN'S COMPENSATION

Office in the World.

FIDELITY GUARANTEE. BURGLARY.

PERSONAL ACCIDENT, WORKMEN'S COMPENSATION SICKNESS and DISEASE, and EMPLOYERS' LIABILITY including ACCIDENTS TO DOMESTIC SERVANTS.

63, THREADNEEDLE ST., E.C.

Law Courts Branch: 40, CHANCERY LANE, W.C.

**FUNDS IN HAND** 

£2,764,234.

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